

Corrigendum - 3 dated 18/03/2024 to CPC Tender No. BHEL/CPC / ESP FGD/ 24 /002

Corrigendum - 3 to Tender for the work of “CIVIL AND ARCHITECTURAL WORKS OF ESP, FGD, LHP AND GHP OF UNIT 1 AND UNIT 2 AT 2X800 MW NTPC LARA TPP STAGE II, RAIGARH, CHHATTISGARH STATE, INDIA”.

A) Clause 2.7.5 & 2.22 of GCC is being modified and may be read as follows:

Sl. No.	Reference Clause of Tender Document	Existing in Tender	Revised as
1	clause 2.7.5 of GCC	To effect recovery from any amounts due to the contractor under this or any other contract or in any other form, the moneys BHEL is statutorily forced to pay to anybody, due to contractor's failure to fulfil any of his obligations. BHEL shall levy overheads of 5% on all such payments along with interest as defined elsewhere in the GCC	To effect recovery from any amounts due to the contractor under this or any other contract or in any other form, the moneys BHEL is statutorily forced to pay to anybody, due to contractor's failure to fulfil any of his obligations in the following manner: <ul style="list-style-type: none">a. Recovery will include overhead of 5% for repeat instances of similar default;b. With interest as mentioned elsewhere in the GCC for the amount for which recovery is not possible through the unpaid RA Bill available with BHEL.
2	Clause 2.22.1 of GCC	<p>Retention Amount shall be 5% of contract value and shall be furnished before the first RA Bill becomes due for payment. In case of increase in contract value, additional 5% of differential amount shall be submitted by Contractor before payment of next RA Bill due.</p> <p>The Retention amount of 5% of the contract value may be accepted in the following forms.</p> <p>i. Cash (as permissible under the extant Income Tax Act).</p>	<p>Retention Amount shall be 5% of contract value and shall be furnished before the first RA Bill becomes due for payment. In case of increase in contract value, additional 5% of differential amount shall be submitted by Contractor before payment of next RA Bill due.</p> <p>The Retention amount of 5% of the contract value may be accepted in the following forms: -</p> <p>i. Cash (as permissible under the extant Income Tax Act).</p>

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	<p>ii. Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favor of BHEL.</p> <p>iii. Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/hypothecated / pledged, as applicable, in favour of BHEL).</p> <p>iv. Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format for Retention Amount shall be in the prescribed formats. The validity of BG shall be initially for the contract period & shall be extended, if so required, up to acceptance of final bill.</p> <p>v. Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).</p> <p>vi. Insurance Surety Bonds.</p> <p>Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.</p>	<p>ii. Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.</p> <p>iii. Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated / pledged, as applicable, in favour of BHEL).</p> <p>iv. Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act and in line with clause 1.12 of GCC. The Bank Guarantee format for Retention Amount shall be in the prescribed formats. The validity of BG shall be initially for the contract period & shall be extended up to acceptance of final bill if the final bill is not settled during the contract period.</p> <p>v. Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).</p> <p>vi. Insurance Surety Bonds.</p> <p>Alternatively, on successful bidder's request, the Retention Amount can also be recovered at the rate of 10% of the gross amount, progressively, from each of the running bills of the contractor till the total amount of the required retention amount is collected.</p>
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Note:

- 1) All other terms and conditions against this NIT shall remain unchanged.
- 2) This corrigendum is to be submitted duly signed and stamped along with the Techno-commercial bid (Part- I).

for BHARAT HEAVY ELECTRICALS LTD
AGM / SCT- CPC